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Of Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

ALTERNATIVE LEGAL SOLUTIONS,  
INC., an Oregon corporation, dba COMPLI,

Plaintiff,

v.

FERMAN MANAGEMENT SERVICES  
CORPORATION, a Florida corporation;  
MOAIC INTERACTIVE, LLC, a Florida  
limited liability company; STEPHEN B.  
STRASKE II, individually, and JAMES  
GANTHER, individually,

Defendants.

No. CV07-880-ST

AFFIDAVIT OF STEPHEN  
STRASKE IN SUPPORT OF  
DEFENDANTS' MOTION FOR  
PARTIAL SUMMARY  
JUDGMENT

STATE OF FLORIDA            )  
                                      ) ss.  
County of Hillsborough    )

I, Stephen Straske, being first been duly sworn, do hereby depose and say as follows:

1. I am over the age of 18 and I make this affidavit based on personal knowledge of the facts contained herein.

2. I am an attorney, licensed to practice law in the State of Florida. I am the current Vice President and Corporate Counsel of Ferman Management Services Corporation (hereinafter "Ferman").

3. Ferman and Compli entered into a contract in the summer of 2005 for the use of plaintiff's on line system. Jim Brakeman represented Ferman in the contract negotiations and, except for receiving periodic updates from Mr. Brakeman about the status of contract negotiations, I had no involvement in negotiating or entry into the contract on behalf of Ferman. At no time prior to Ferman contracting with plaintiff did I review the plaintiff-Ferman agreement. I had not seen the plaintiff-Ferman agreement until being served with the complaint in this matter. Ferman's primary purpose in entering into the plaintiff-Ferman agreement was to provide a human resources function for Ferman, namely to track employee compliance with its own policies. Prior to contracting with plaintiff, Ferman was looking for a system that allowed its employees to view and be tested on Ferman company policies, to have Ferman supervisors electronically notified of which employees had or had not completed those tests, and to have electronic reports of employee completion of company policy tests. Ferman was only interested in using plaintiff's web site for these same reasons.

4. I was initially interested in plaintiff's product for access to a finance and insurance ("F & I") compliance training curriculum. I did not see plaintiff's product as an effective F & I compliance system because it did not provide substantive training modules for Ferman's F & I professionals to review.

5. In early 2007, I asked James Ganther whether the Ferman policy handbook could be placed and viewed on Mosaic's web site. Mr. Ganther contacted James Brakeman about this issue and Mr. Brakeman allowed access to plaintiff's web site for Mr. Ganther and his software provider, Intelladon. The only purpose of Intelladon's access to plaintiff's web site was to

determine whether Ferman's content (policies, tests on those policies, and employee history), could be presented on Intelladon's system. At no time did I authorize any Ferman, Intelladon, or Mosaic employee to use or copy any content, feature, or function of plaintiff's on line system viewed during Ganther and/or Intelladon's access to plaintiff's on line system. At the time James Brakeman authorized the access for James Ganther through Intelladon, I had not seen the plaintiff-Ferman agreement and knew of no prohibition against allowing such access.

6. The user accounts created by Ferman for James Ganther and Intelladon employees were identified by their own names and were viewable to plaintiff on its system. No one from Mosaic or Intelladon ever attempted to disguise their identities while logging onto plaintiff's system.

7. At no time have I or anyone from Ferman used or copied any content, feature, or function of plaintiff's on line system viewed during any access to plaintiff's on line system. Neither I nor anyone from Ferman has in any way replicated the appearance or organization of plaintiff's system viewed during any access to plaintiff's on line system.

8. At no time did anyone from Ferman grant "administrative" permissions for anyone from Mosaic or Intelladon on the plaintiff-Ferman web site.

9. At no time did I or any employee of Ferman interfere with any of plaintiff's contractual relationships or prospective business relationships.

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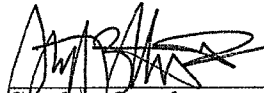
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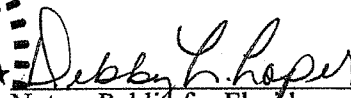
10. At no time did I or any employee of Ferman interfere with plaintiff's use or possession of its web site system or any of the information available on that system.

DATED this 1<sup>st</sup> day of December, 2008.

  
Stephen Straske

SUBSCRIBE AND SOLEMN to before me this 1<sup>st</sup> day of December, 2008.



  
Debby L. Hoper  
Notary Public for Florida  
My Commission Expires: May 8, 2010